

STATE OF SOUTH DAKOTA  
CONSULTING CONTRACT

# 11-2900-042

AGREEMENT made and entered into this \_\_\_\_ day of September, 2010, by and between the Office of Attorney General 1302 East Highway 14, Pierre South Dakota 57501 (the "State") and ~~Ron Smith and Associates~~, PO Box 670, Collinsville, Mississippi 39325 (the "Consultant").

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant under this Agreement will perform the following services: Latent print evidence processing, Latent print evidence evaluations, Latent print comparisons, Latent examinations technical reporting, Latent print expert witness testimony described in the Work Plan, attached hereto as Exhibit A and by this reference incorporated herein. Consultant agrees that its obligation to provide expert testimony survives the termination of this Agreement.

2. The Consultant's services under this Agreement shall commence on ~~September 1, 2010~~ and end on ~~December 31, 2010~~ unless sooner terminated pursuant to the terms hereof.

3. The Consultant is not a State employee but will be performing services at the State's facility and will use the following State equipment, supplies consistent with Exhibit A:

- Omniprint 1000 ALS
- UV Lights
- Superglue Vacuum Chamber
- Two fume hoods
- MP4 Digital Camera
- NIKON F100 35 mm camera and copy stand
- Miscellaneous supplies and chemicals.

4. Consultant agrees to fully comply with the terms of the confidentiality provision set forth in Exhibit B and the separate Confidentiality Agreement entered into between the State and Consultant.

5. The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

6. The **TOTAL CONTRACT AMOUNT** is an amount not to exceed ~~\$31,000~~, for all services describe in the Work Plan except expert testimony. Payment will be upon receipt of invoice after satisfactory completion of the work plan Exhibit A. Payment will be made consistent with SDCL ch. 5-26. If expert testimony is required, the consultant will be reimbursed for such services in amounts described in the Work Plan in a total amount not to exceed \$17,500. The obligation to reimburse Consultant for expert testimony survives the termination of this Agreement.

7. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

8. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

9. Insurance

A. Commercial General Liability Insurance:

The Consultant shall maintain occurrence based commercial liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include state employees as additional insureds, shall contain no special limitations on the scope of the protection afforded to state employees, and shall be primary with respect to any insurance or self-insurance programs covering state employees.

B. Professional Liability Insurance:

The Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

C. Business Automobile Liability Insurance:

The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or other applicable law.

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

10. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

11. This Agreement may be terminated by either party hereto upon thirty (30)

days written notice, and may be terminated by the State for cause at any, with or without notice.

12. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

14. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

17. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

18. Any notice or other communication required under this Agreement shall be

in writing and sent to the address set forth above. Notices shall be given by and to Kay McLain, on behalf of the State, and by Ron Smith, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, agreements and all information contained therein provided to the State by the Consultant in connection with its performance under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State. Papers, reports, forms or other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State. The State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

20. . The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

21. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY:

(Name typed) Marty Jackley

(TITLE) Attorney General

(DATE) \_\_\_\_\_

BY:

Edgar R. "R" Smith

(Name typed) Ron Smith

(TITLE) President

(DATE) Aug. 30, 2010

State Agency Coding (MSA Center) \_\_\_\_\_.

State Agency MSA Company for which contract will be paid \_\_\_\_

Object/subobject MSA account to which voucher will be coded \_\_\_\_

-Kay McLain (605) 773-3215 can provide additional information regarding this contract.

## EXHIBIT A

### STATE OF SOUTH DAKOTA CONSULTING CONTRACT RON SMITH & ASSOCIATES WORK PLAN

Consultant shall complete the reduction of an approximate backlog of one hundred (100) pre-December 2010 individual latent print examination cases currently in our possession.

The work described below will be performed by experienced latent print examiners certified by the International Association for Identification (I.A.I.). All individuals performing services under the Agreement will sign the Confidentiality Agreement provided by the State before any work is commenced.

1. Latent Print Evidence Processing
2. Latent Print Evidence Evaluations
3. Latent Print Comparisons
4. A.F.I.S. Searching of Identifiable Latent Fingerprints
5. Latent Print Examination Technical Reporting
6. Latent Print Expert Witness Testimony (Telephone Deposition or On Site Testimony if Required)

Our current latent print backlog pre-December 2010 consists of the following:

- One hundred (100) cases which will require laboratory processing, latent, evaluations, comparisons if applicable, and technical reporting.

The entire project will be completed on site at the State Forensics Laboratory located in Pierre South Dakota by Consultants staff of I.A.I. Certified Latent Print Examiners. This project is expected to require the expertise of two (2) RS & A staff certified latent print examiners and two (2) latent print processing specialists with all the work, including technical reporting to be completed on site. To meet this schedule, the following conditions must be met:

1. Provide ample work space is provided for the four (4) RS & A, Inc. staff members.

2. Ample commodities are available to complete the latent print evidence processing, including reagents.
3. The evidence is all available in one location such that the RS & A, Inc. Project Manager can assign duties efficiently based upon types and volume of evidence to be processed.
4. RS & A, Inc. staff members are allowed to work within your facility a minimum of ten (10) hours per day for the full seven (7) days if needed.
5. If formal technical reporting on RS & A letterhead is to be included in the required deliverables, that we receive an electronic copy of the evidence receipt forms two (2) weeks in advance of our arrival so that the clerical portions of the technical reports can be prepared in advance. (addresses, case numbers, evidence descriptions, etc.). This will significantly reduce the amount of clerical time spent on site and enable us to complete the entire project within the seven (7) day time frame.

In this backlog reduction project the following technical services would be performed as applicable:

1. Inventory of the evidence which has been received for examination.
2. Latent print processing of evidence utilizing the most widely accepted processing methods.
3. Evaluation and written documentation of any and all latent prints found or developed on the submitted evidence.
4. Electronic capture of all latent prints which have been deemed to be of value for comparison purposes.
5. Comparison of any and all latent prints of value with the known prints of suspects, victims or elimination prints submitted.
6. A.F.I.S. searching and comparison with candidates.
7. Full written documentation of all analyses performed.
8. Technical review of all analyses by a second I.A.I. Certified Latent Print Examiner.
9. Technical reporting of all examinations performed and results obtained.

Upon completion of the analytical portions of the backlog reduction project, Ron Smith & Associates, Inc. will deliver to your laboratory the following items:

- A. Formal analytical reports to include one (1) hard copy and an electronic version.
- B. Captured images of all latent prints of value for comparison purposes on an electronic storage medium.
- C. Electronic copy of Latent Print Case Worksheets.

We will compensate Ron Smith and Associates the following for their services in connection with this backlog reduction project:

For the project, Ron Smith & Associates, Incorporated the total cost of backlog reduction project will not exceed thirty-one thousand dollars. (\$31,000.00).

Consultant shall provide latent print expert witness testimony as needed. (Depositions, Trials, etc.). Telephone depositions with prosecutors will be provided at no additional charge to the State or applicable county. If latent print expert witness testimony is deemed necessary for court hearing or trial purposes, then Consultant may charge a rate of no more than one thousand dollars (\$1,000.00) per day, including travel days, plus travel expenses.. Travel expenses for testimony would include coach airfare, lodging, rental car, meal per diem of \$40.00 per day, and incidentals such as taxi fares.



## EXHIBIT B

### STATE OF SOUTH DAKOTA CONSULTING CONTRACT RON SMITH & ASSOCIATES CONFIDENTIALITY PROVISION

1. In order for Consultant to perform forensic fingerprint examinations contemplated under the Agreement, Consultant may require access to confidential records, data and information.
2. Consultant acknowledges the State's need to keep information confidential pursuant to various confidentiality statutes and legal privileges held by the State and its agencies, as well as state agency clients, in-state and out-of-state government entities, and third parties.
3. Information covered by the various confidentiality statutes and privileges may include information that is not marked, clearly identified or immediately apparent as confidential. As such, for purposes of the Agreement and this Confidentiality Provision, all records, data and information will be treated as confidential.
4. Consultant agrees, that in order to protect the confidentiality and legal privileges associated with State computer usage, and records and data storage that it and all of its officers, agents, and employees:
  - a. Will not, at any time, either directly or indirectly, make public, reveal, or communicate to any person, firm, or corporation or public entity, in any manner whatsoever, any information concerning any matters affecting or relating to records, data or information that may be accessed, viewed, or obtained in the course of performing this Agreement.
  - b. Will not reproduce or transfer in any way or manner or share with any person except as specifically authorized by the State any such records, data or information.
  - c. Will not read, review, monitor, access, or attempt entry or other accession of any records, data or information, including any documents, files (private or public), databases, communications, research trails, cookies, hard drives, servers, back up tapes or other back up mechanisms or facilities, on any State computer unless necessary to perform a work assignment.
5. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant agrees that its officers agents and employees may be required to undergo background investigations or may be required to sign separate confidentiality agreements, and that it will limit access to the records, data or information and related work activities to employees that have executed such agreements.
6. Consultant will enforce the terms of this Confidentiality Provision to its fullest extent. Consultant agrees that it will remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision, and will deny such employee further access to the confidential information and related work activities.

7. Violation of this Confidentiality Provision by the Consultant, its employees or agents, is cause for immediate termination of this Agreement and could subject any violator to criminal prosecution in accordance with state law.
8. Neither this Confidentiality Provision, nor any part thereof, shall establish any privacy rights to, for or on the part of, any employee of the Consultant or State or waive any remedies against any such person for illegal, improper, or unauthorized use of the computers or any computer system or portion thereof.

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, dated this 30<sup>th</sup> day of August, 2010, is entered into with Ron Smith and Associates and their examiners employed therein, located at PO Box 670 Collinsville, Mississippi 39325, (hereinafter referred to as RS&A), and the South Dakota Office of Attorney General, (hereinafter referred to as AGO), located at 1302 E. Highway 14 Ste. 5, Pierre, SD.

WHEREAS, RS&A. will be conducting fingerprint examinations on behalf of the Attorney General and the South Dakota DCI Forensic Laboratory as providing a contract between RS&A and the AGO.

WHEREAS, in order for RS&A to perform services under this contract, RS&A will be required access to confidential criminal investigation information, evidence of a crime, arrest records, computer programs licensed to the State of South Dakota and compliance records that are under the care, custody, and control of AGO pursuant to SDCL chs. 22-22, 23-5, and 23-6, and the Attorney General has requested that RS&A have access to such records.

WHEREAS, AGO recognizes the importance of the RS&A fingerprint examinations, and the Attorney General as Director of the Bureau of Fingerprint Identification agrees to provide RS&A officers and employees named in the Confidentiality Agreement access to confidential criminal investigation information, evidence of a crime, arrest records, computer programs licensed to the State of South Dakota and compliance information, subject to the terms and conditions set forth below.

### Terms and Conditions.

1. AGO agrees to provide RS&A with confidential criminal investigation information, evidence of crimes, arrest records, computer programs licensed to the State of South Dakota and

compliance information for years previous to 2011. Information received by RS&A will only be used for the purpose of providing the fingerprint examination services contracted.

2. As a condition of receiving the confidential criminal investigation information, evidence of crimes, arrest records, computer programs licensed to the State of South Dakota and compliance information, RS&A agrees that only the employees that have executed this Confidentiality Agreement will have access to the confidential information provided by AGO. RS&A will have each employee that will be working on the project read this Confidentiality Agreement and sign it before a Notary Public prior to granting that employee access to confidential criminal investigation information, evidence of crimes, arrest records, computer programs licensed to the State of South Dakota and compliance information.

3. Prior to RS&A receiving any confidential criminal justice information, RS&A officers and employees signing this Confidentiality Agreement will also voluntarily submit to a background check performed by the AGO. If the background check reveals information that AGO believes, in its sole discretion, create security issues regarding an individual, AGO will notify RS&A of the individual and that person will not have the access to any of the confidential criminal information provided.

4. RS&A and its employees that have executed this Confidentiality Agreement agree not to make public, reveal or discuss any confidential criminal investigation information, evidence of crimes, arrest records, computer programs licensed to the State of South Dakota and compliance information provided by AGO with any person who have not signed this Confidentiality Agreement, except that RS&A and these authorized employees may discuss the information with AGO employees.

5. RS&A and its employees who have signed this Confidentiality Agreement further agree that all confidential information provided by AGO for the services contracted shall not be reproduced in any manner or way, transferred, or shared with any person who is not an employee of AGO, except when the reproduction, transferring or sharing does not violate and of the confidentiality provisions contained in SDCL chs. 22-22, 23-5 and 23-6.

6. This Confidentiality Agreement shall commence upon the execution hereof and shall end on the 31 day of December, 2010, unless sooner terminated pursuant to the terms hereof.

7. RS&A and its employees who have signed this Confidentiality Agreement agree that upon termination of this Confidentiality Agreement, all confidential investigation information, evidence of crimes, arrest records, computer programs licensed to the State of South Dakota and compliance information received from AGO returned with the exception of RS&A generated reports.

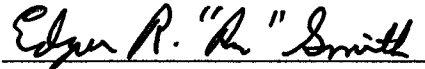
8. RS&A and its officers and employees that sign the Confidentiality Agreement understand that violation of this Confidentiality Agreement or the providing of confidential information in violation of SDCL chs. 22-22, 23-5 and 23-6 will result in the immediate request for the return of all information provided to it by AGO under this Confidentiality Agreement. Further, RS&A employees who signed this Confidentiality Agreement understand that the copying, reproduction or dissemination of confidential information in violation of this Confidentiality Agreement could subject individuals to criminal prosecution in accordance with state law.

9. That AGO may upon ten days written notice to RS&A terminate the Confidentiality Agreement and RS&A will within ten days of the receipt of such notice return all confidential information provided by AGO.


10. That each RS&A officer and employee who executes this Confidentiality Agreement will do so by reading its full terms and understand that by executing, the employee agrees to be bound to the terms of the Confidentiality Agreement, and all rules and procedures stipulated to by RS&A for the professional and responsible handling of the confidential criminal investigation information, evidence a crimes, arrest records, computer programs licensed to the State of South Dakota and compliance information provided by AGO.

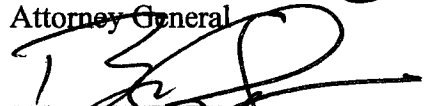
IN WITNESS WHEREOF, the parties have executed this agreement effective the date set forth above.

RS&A

  
Edgar R. "Ron" Smith  
President

OFFICE OF ATTORNEY GENERAL  
DIVISION OF CRIMINAL INVESTIGATION

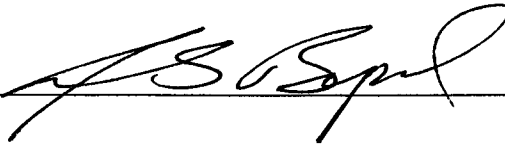
  
Marty J. Jickley  
Attorney General

  
Bryan Gortmaker, DCI  
Director

EMPLOYEE AGREEMENT TO CONFIDENTIALITY AGREEMENT

(Each employee, including the Director and Associate, who have access to the confidential information provided by AGO must sign below before notary public, who need to complete the acknowledgments below for each executing employees.)

EMPLOYEE ACKNOWLEDGMENTS



Jon S. Byrd

State of Mississippi )

) ss.

County of Lauderdale

On the 30<sup>th</sup> day of August, 2010, before me, a Notary Public, appeared,  
Jon S. Byrd  
(insert all names) and hereby acknowledged that they had read the foregoing Confidentiality Agreement and that by executing the same agreed to the terms therein.

In Witness Whereto, I have set my hand and official seal

  
Notary Public—Mississippi

(SEAL)

My Commission Expires: Aug 18, 2011

EMPLOYEE AGREEMENT TO CONFIDENTIALITY AGREEMENT

(Each employee, including the Director and Associate, who have access to the confidential information provided by AGO must sign below before notary public, who need to complete the acknowledgments below for each executing employees.)

EMPLOYEE ACKNOWLEDGMENTS

Lauren G. Smith

Lauren G. Smith

State of Mississippi )

) ss.

County of Lauderdale

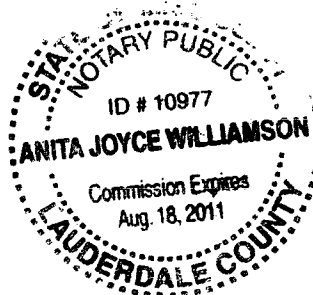
On the 30<sup>th</sup> day of August, 2010, before me, a Notary Public, appeared,  
Lauren G. Smith  
(insert all names) and hereby acknowledged that they had read the foregoing Confidentiality Agreement and that by executing the same agreed to the terms therein.

In Witness Whereof, I have set my hand and official seal

Anita Joyce Williamson  
Notary Public—Mississippi

(SEAL)

My Commission Expires: Aug. 18, 2011





EMPLOYEE AGREEMENT TO CONFIDENTIALITY AGREEMENT

(Each employee, including the Director and Associate, who have access to the confidential information provided by AGO must sign below before notary public, who need to complete the acknowledgments below for each executing employees.)

EMPLOYEE ACKNOWLEDGMENTS

[Signature]

Kelley Counts

State of Mississippi )  
 ) ss.  
County of Lauderdale

On the 30<sup>th</sup> day of August, 2010, before me, a Notary Public, appeared,  
Kelley B. Counts  
(insert all names) and hereby acknowledged that they had read the foregoing Confidentiality Agreement and that by executing the same agreed to the terms therein.

In Witness Whereto, I have set my hand and official seal

Anita Joyce Williamson  
Notary Public - Mississippi

(SEAL)

My Commission Expires: Aug. 18, 2011



EMPLOYEE AGREEMENT TO CONFIDENTIALITY AGREEMENT

(Each employee, including the Director and Associate, who have access to the confidential information provided by AGO must sign below before notary public, who need to complete the acknowledgments below for each executing employees.)

EMPLOYEE ACKNOWLEDGMENTS

\_\_\_\_\_  
\_\_\_\_\_

State of Mississippi     )  
  ) ss.  
County of \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public, appeared,  
**Michael Jordahl**  
(insert all names) and hereby acknowledged that they had read the foregoing Confidentiality Agreement and that by executing the same agreed to the terms therein.

In Witness Whereto, I have set my hand and official seal

\_\_\_\_\_  
Notary Public—Mississippi

(SEAL)  
My Commission Expires: \_\_\_\_\_

*Michael Will need  
to read & Sign upon  
Arrival in SD.  
Employed in Florida  
& not available to Sign*

*Joyce Williamson*



# CERTIFICATE OF LIABILITY INSURANCE

OP ID WS

DATE (MM/DD/YYYY)

08/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Insurance Solutions of MS, Inc<br>1207 23rd Avenue<br>P.O. Box 1311<br>Meridian MS 39302-1311<br>Phone: 601-693-2336 Fax: 601-693-1568 | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: SMITH-8  |                               |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
|---|---|-------------------------------|--|--------|------------|--------------------------|--|------------|-----------|--|------------|-----------|-------|------------|-----------|-------|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Ron Smith & Associates, Inc.<br>P. O. Box 670<br>Collinsville MS 39325  | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Colony Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Penn-Star</td><td></td></tr><tr><td>INSURER C:</td><td>Travelers</td><td>25887</td></tr><tr><td>INSURER D:</td><td>Travelers</td><td>40282</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Colony Insurance Company |  | INSURER B: | Penn-Star |  | INSURER C: | Travelers | 25887 | INSURER D: | Travelers | 40282 | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                        |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
| INSURER A:  | Colony Insurance Company  |                               |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
| INSURER B:  | Penn-Star   |                               |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
| INSURER C:  | Travelers   | 25887                         |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
| INSURER D:  | Travelers   | 40282                         |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
| INSURER E:  |   |                               |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |
| INSURER F:  |   |                               |  |        |            |                          |  |            |           |  |            |           |       |            |           |       |            |  |  |            |  |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| B        | <input checked="" type="checkbox"/> GENERAL LIABILITY   |           |          | PAC6852209    | 11/24/09                | 11/24/10                | EACH OCCURRENCE \$ 1,000,000                         |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                    |
|          | <input checked="" type="checkbox"/> E&O - 1M/3M   |           |          | EO606230      | 12/03/09                | 12/03/10                | PERSONAL & ADV INJURY \$ 1,000,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ Excluded                   |
| D        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  |           |          | BA7700M148    | 10/13/09                | 10/13/10                | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000       |
|          | <input type="checkbox"/> ANY AUTO   |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | <input type="checkbox"/> HIRED AUTOS  |           |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB  |           |          |               |                         |                         | EACH OCCURRENCE \$                                   |
|          | <input type="checkbox"/> EXCESS LIAB  |           |          |               |                         |                         | AGGREGATE \$   |
|          | <input type="checkbox"/> DEDUCTIBLE   |           |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | \$   |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                         |           |          | UB8124Y12609  | 04/03/10                | 04/03/11                | WC STATUTORY LIMITS \$                               |
|          | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ 1000000                        |
|          | <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below                           |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1000000                |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1000000               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Professional Liability - includes terrorism coverage

**CERTIFICATE HOLDER****CANCELLATION**

|   |                |  |
|---|----------------|--|
| South Dakota Division of Criminal Investigation<br>1302 E. Hwy 14, Ste 5<br>Pierre SD 57501 | <b>SOUdak1</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   |                | AUTHORIZED REPRESENTATIVE<br><br>Scott Gray  |

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